

COPY

DISTRICT COURT, ARAPAHOE COUNTY,
STATE OF COLORADO
7325 S. Potomac Street
Centennial, Colorado 80112

PEOPLE OF THE STATE OF COLORADO,

PLAINTIFF,

v.

JILL M. EVANS (D.O.B. 09/15/1965)
d/b/a PARAMOUNT MORTGAGE OF COLORADO LTD,
PARAMOUNT FUNDING, LLC,
PARAMOUNT RESIDENTIAL & COMMERCIAL
MORTGAGE LENDER,

Defendant.

JOHN W. SUTHERS, Colorado Attorney General
JANET STANSBERRY DRAKE,
Senior Assistant Attorney General*
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(303) 866-5873
Registration Number: 27697
*Counsel of Record

▲ COURT USE ONLY ▲

Case No.:

Ctrm.:

Div.:

STATE GRAND JURY INDICTMENT

DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, CO 80202	
PEOPLE OF THE STATE OF COLORADO v. JILL M. EVANS (D.O.B. 09/15/1965) d/b/a PARAMOUNT MORTGAGE OF COLORADO LTD, PARAMOUNT FUNDING, LLC, PARAMOUNT RESIDENTIAL & COMMERCIAL MORTGAGE LENDER, Defendant.	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
JOHN W. SUTHERS, Attorney General JANET STANSBERRY DRAKE, Senior Assistant Attorney General* 1525 Sherman Street, 7 th Floor Denver, CO 80203 (303) 866-5873 Registration Number: 27697 *Counsel of Record	Grand Jury Case No.: 11 CR 0001 Ctrm.: 209
<p style="text-align: center;">COLORADO STATE GRAND JURY INDICTMENT: 2011-2012 SESSION</p>	

CHARGES:

- COUNT 1:** THEFT
C.R.S. 18-4-401(1)(b),(2)(d) (F3) 0801V
- COUNT 2:** FORGERY
C.R.S. 18-5-102(1)(c) (F5) 1001C
- COUNT 3:** THEFT
C.R.S. 18-4-401(1)(b),(2)(d) (F3) 0801V
- COUNT 4:** FORGERY
C.R.S. 18-5-102(1)(c) (F5) 1001C
- COUNT 5:** THEFT
C.R.S. 18-4-401(1)(b),(2)(d) (F3) 0801V
- COUNT 6:** FORGERY
C.R.S. 18-5-102(1)(c) (F5) 1001C
- COUNT 7:** THEFT
C.R.S. 18-4-401(1)(b),(2)(d) (F3) 0801V
- COUNT 8:** FORGERY
C.R.S. 18-5-102(1)(c) (F5) 1001C
- COUNT 9:** THEFT
C.R.S. 18-4-401(1)(b),(2)(d) (F3) 0801V
- COUNT 10:** FORGERY
C.R.S. 18-5-102(1)(c) (F5) 1001C
- COUNT 11:** THEFT
C.R.S. 18-4-401(1)(b),(2)(d) (F3) 0801V
- COUNT 12:** FORGERY
C.R.S. 18-5-102(1)(c) (F5) 1001C
- COUNT 13:** THEFT
C.R.S. 18-4-401(1)(b),(2)(d) (F4) 0801V
- COUNT 14:** FORGERY
C.R.S. 18-5-102(1)(c) (F5) 1001C

COUNT 15: THEFT
C.R.S. 18-4-401(1)(b),(2)(d) (F3) 0801V

COUNT 16: FORGERY
C.R.S. 18-5-102(1)(c) (F5) 1001C

COUNT 17: THEFT
C.R.S. 18-4-401(1)(b),(2)(d) (F3) 0801V

COUNT 18: FORGERY
C.R.S. 18-5-102(1)(c) (F5) 1001C

upfront fee be wired to a Paramount Mortgage bank account at Vectra Bank. On July 23, 2009, Jill Evans executed a Fee Protection Agreement that stated the upfront broker fee would be held in a trust account until closing, and refunded to the borrowers (Peter Chamberland and/or Steven Csutoros) within 24 hours if the loan did not fund. Peter Chamberland and/or Steven Csutoros wired \$24,000 to the Paramount Mortgage Vectra Bank account on August 19, 2009. The loan did not fund, and on July 13, 2010, Peter Chamberland and Steven Csutoros sent Jill Evans a written formal demand for return of the \$24,000 fee. As of December 15, 2011, Jill Evans has not refunded the money to Peter Chamberland or Steven Csutoros.

COUNT NUMBER THREE

Theft -- \$20,000 or More

C.R.S. § 18-4-401(1),(2)(d) (F3)

(Mark Schwartz)

Between and including September 28, 2009 and December 15, 2011, in the State of Colorado, Jill Evans unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of **Mark Schwartz**, with the value of twenty thousand dollars or more, without authorization, or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Mark Schwartz** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(d), C.R.S.

Facts that support the offense set forth in Count Three are set forth after Count Four, and are fully incorporated by reference as if set forth herein.

COUNT NUMBER FOUR

Forgery

C.R.S. § 18-5-102(1)(c) (F5)

(Mark Schwartz)

On approximately April 27, 2010, in the State of Colorado, Jill Evans with the intent to defraud **Mark Schwartz** unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a written confirmation letter; in violation of section 18-5-102(1)(c), C.R.S.

Facts that support the offenses set forth in Counts Three and Four are the following:

On approximately September 28, 2009, Mark Schwartz contacted Jill Evans of Paramount Mortgage to arrange financing for a mortgage in connection with a consolidation loan. Jill

Evans required an upfront fee be wired to a Paramount Mortgage bank account at Vectra Bank. On April 27, 2010, Jill Evans executed a confirmation letter that stated the upfront broker fee would be refunded to Mark Schwartz if the loan did not fund. Mark Schwartz wired \$180,000 to the Paramount Mortgage Vectra Bank account on September 28, 2009. Mark Schwartz wired an additional \$15,000 to the Paramount Mortgage Vectra Bank account on October 1, 2009. The loan did not fund, and on June 8, 2010, Mark Schwartz sent Jill Evans a written email demand for return of the \$195,000. On June 14, 2010, attorney Rodney Schlauger sent Jill Evans a formal written demand for return of the \$195,000 on Mark Schwartz' behalf. After litigation and garnishment of Jill Evans' bank account, a portion of the fee has been recovered; however, as of December 15, 2011, Jill Evans still owes Mark Schwartz over \$100,000.

COUNT NUMBER FIVE

Theft -- \$20,000 or More

C.R.S. § 18-4-401(1),(2)(d) (F3)
(Scott Cockroft and/or CBS Dairy)

Between and including November 10, 2009 and December 15, 2011, in the State of Colorado, Jill Evans unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of **Scott Cockroft and/or CBS Dairy**, with the value of twenty thousand dollars or more, without authorization, or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Scott Cockroft and/or CBS Dairy** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(d), C.R.S.

Facts that support the offense set forth in Count Five are set forth after Count Six, and are fully incorporated by reference as if set forth herein.

COUNT NUMBER SIX

Forgery

C.R.S. § 18-5-102(1)(c) (F5)
(Scott Cockroft and/or CBS Dairy)

On approximately November 10, 2009, in the State of Colorado, Jill Evans with the intent to defraud **Scott Cockroft and/or CBS Dairy** unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a written Protection Agreement; in violation of section 18-5-102(1)(c), C.R.S.

Facts that support the offenses set forth in Counts Five and Six are the following:

On approximately November 10, 2009, Scott Cockroft contacted Jill Evans of Paramount Mortgage to arrange financing for CBS Dairy, a family organic dairy farm. Jill Evans required an upfront fee be wired to a Paramount Mortgage bank account at Vectra Bank. On November 10, 2009, Jill Evans executed a Fee Protection Agreement that stated the upfront broker fee would be held in a trust account until closing, and refunded to the borrower (Scott Cockroft) within 24 hours if the loan did not fund. Scott Cockroft wired \$100,000 to the Paramount Mortgage Vectra Bank account on November 17, 2009. The loan did not fund, and on September 1, 2010, Scott Cockroft sent Jill Evans an email demand for return of the \$100,000 fee. As of December 15, 2011, Jill Evans has not refunded the money to Scott Cockroft.

COUNT NUMBER SEVEN

Theft -- \$20,000 or More

C.R.S. § 18-4-401(1),(2)(d) (F3)
(Jeoung Hie Lee and/or Il Hie Lee)

Between and including October 7, 2009 and December 15, 2011, in the State of Colorado, Jill Evans unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of **Jeoung Hie Lee and/or Il Hie Lee**, with the value of twenty thousand dollars or more, without authorization, or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Jeoung Hie Lee and/or Il Hie Lee** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(d), C.R.S.

Facts that support the offense set forth in Count Seven are set forth after Count Eight, and are fully incorporated by reference as if set forth herein.

COUNT NUMBER EIGHT

Forgery

C.R.S. § 18-5-102(1)(c) (F5)
(Jeoung Hie Lee and/or Il Hie Lee)

Between and including October 19, 2009 and December 14, 2009, in the State of Colorado, Jill Evans with the intent to defraud **Jeoung Hie Lee and/or Il Hie Lee** unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a written Protection Agreement; in violation of section 18-5-102(1)(c), C.R.S.

Facts that support the offenses set forth in Counts Seven and Eight are the following:

On approximately October 7, 2009, Jeoung Hie Lee and/or Il Hie Lee contacted Jill Evans of Paramount Mortgage to arrange financing for a mortgage in connection with property located at 2571 Wallingford Drive, Beverly Hills, California. Jill Evans required an upfront fee be wired to a Paramount Mortgage bank account at Vectra Bank. Between and including October 19, 2009 and December 14, 2009, Jill Evans executed Fee Protection Agreements that stated the upfront broker fee would be held in a trust account until closing, and refunded to the borrowers (Jeoung Lee and/or Il Hie Lee) within 24 hours if the loan did not fund. Jeoung Hie Lee and/or Il Hie Lee wired \$100,000 to the Paramount Mortgage Vectra Bank account on December 3, 2009. The loan did not fund, and on April 13, 2010, Jeoung Hie Lee sent Jill Evans a formal written demand for return of the \$100,000 fee. As of December 15, 2011, Jill Evans has not refunded the money to Jeoung Hie Lee or Il Hie Lee.

COUNT NUMBER NINE

Theft -- \$20,000 or More

C.R.S. § 18-4-401(1),(2)(d) (F3)

(John Childs and/or Chauncy Childs)

Between and including December 10, 2009 and December 15, 2011, in the State of Colorado, Jill Evans unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of **John Childs and/or Chauncy Childs**, with the value of twenty thousand dollars or more, without authorization, or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **John Childs and/or Chauncy Childs** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(d), C.R.S.

Facts that support the offense set forth in Count Nine are set forth after Count Ten, and are fully incorporated by reference as if set forth herein.

COUNT NUMBER TEN

Forgery

C.R.S. § 18-5-102(1)(c) (F5)

(John Childs and/or Chauncy Childs)

On approximately December 10, 2009, in the State of Colorado, Jill Evans with the intent to defraud **John Childs and/or Chauncy Childs** unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal

right, interest, obligation, or status, namely: a written Protection Agreement; in violation of section 18-5-102(1)(c), C.R.S.

Facts that support the offenses set forth in Counts Nine and Ten are the following:

On approximately December 10, 2009, John Childs and/or Chauncy Childs contacted Jill Evans of Paramount Mortgage to arrange financing for a mortgage in connection with property located at 8500 Annapolis Road, New Carrollton, Maryland. Jill Evans required an upfront fee be wired to a Paramount Mortgage bank account at Vectra Bank. On December 10, 2009, Jill Evans executed a Fee Protection Agreement that stated the upfront broker fee would be held in a trust account until closing, and refunded to the borrowers (John Childs and/or Chauncy Childs) within 24 hours if the loan did not fund. John Childs and/or Chauncy Childs wired \$36,000 to the Paramount Mortgage Vectra Bank account on December 14, 2009. The loan did not fund, and on February 22, 2011, John Childs sent Jill Evans an email demand for return of the \$36,000 fee. As of December 15, 2011, Jill Evans has not refunded the money to John Childs or Chauncy Childs.

COUNT NUMBER ELEVEN

Theft -- \$20,000 or More
C.R.S. § 18-4-401(1),(2)(d) (F3)
(Ray Rossi and/or Rossi Dairy)

Between and including February 3, 2010 and December 15, 2011, in the State of Colorado, Jill Evans unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of **Ray Rossi and/or Rossi Dairy**, with the value of twenty thousand dollars or more, without authorization, or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Ray Rossi and/or Rossi Dairy** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(d), C.R.S.

Facts that support the offense set forth in Count Eleven are set forth after Count Twelve, and are fully incorporated by reference as if set forth herein.

COUNT NUMBER TWELVE

Forgery
C.R.S. § 18-5-102(1)(c) (F5)
(Ray Rossi and/or Rossi Dairy)

On approximately February 3, 2010, in the State of Colorado, Jill Evans with the intent to defraud **Ray Rossi and/or Rossi Dairy** unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document

did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a written Protection Agreement; in violation of section 18-5-102(1)(c), C.R.S.

Facts that support the offenses set forth in Counts Eleven and Twelve are the following:

On approximately February 3, 2010, Ray Rossi contacted Jill Evans of Paramount Mortgage to arrange financing for a mortgage for Rossi Dairy. Jill Evans required an upfront fee be wired to a Paramount Mortgage bank account at Vectra Bank. On February 3, 2010, Jill Evans executed a Fee Protection Agreement that stated the upfront broker fee would be held in a trust account until closing, and refunded to the borrower (Ray Rossi) within 24 hours if the loan did not fund. Ray Rossi sent a \$23,500 check to the Paramount Mortgage Vectra Bank account that was deposited on approximately February 9, 2010. The loan did not fund, and on August 4, 2010, Marshall Brigner sent Jill Evans an email on Ray Rossi's behalf demanding return of the \$23,500 fee. As of December 15, 2011, Jill Evans has not refunded the money to Ray Rossi or Rossi Dairy.

COUNT NUMBER THIRTEEN

Theft -- \$1,000 > \$20,000

C.R.S. § 18-4-401(1),(2)(c) (F4)

(James Erwin)

Between and including May 5, 2010 and December 15, 2011, in the State of Colorado, Jill Evans unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of **James Erwin**, with the value of one thousand dollars or more but less than twenty thousand dollars, without authorization, or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **James Erwin** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(c), C.R.S.

Facts that support the offense set forth in Count Thirteen are set forth after Count Fourteen, and are fully incorporated by reference as if set forth herein.

COUNT NUMBER FOURTEEN

Forgery

C.R.S. § 18-5-102(1)(c) (F5)

(James Erwin)

On approximately May 5, 2010, in the State of Colorado, Jill Evans with the intent to defraud **James Erwin** unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have

evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a written Protection Agreement; in violation of section 18-5-102(1)(c), C.R.S.

Facts that support the offenses set forth in Counts Thirteen and Fourteen are the following:

On approximately May 5, 2010, James Erwin contacted Jill Evans of Paramount Mortgage to arrange financing for a mortgage in connection with property located at 4083-4048 Hermitage, Chicago, Illinois. Jill Evans required an upfront fee be wired to a Paramount Mortgage bank account at Vectra Bank. On May 5, 2010, Jill Evans executed a Fully Refundable Commitment Fee Protection Agreement that stated the upfront broker fee would be held in a "project account" until closing, and refunded to the borrower (James Erwin) within 24 hours if the loan did not fund. James Erwin wired \$18,000 to the Paramount Mortgage Vectra Bank account on May 11, 2010. The loan did not fund, and on September 27, 2010, James Erwin sent Jill Evans a formal written demand for return of the \$18,000 fee. As of December 15, 2011, Jill Evans has not refunded the money to James Erwin.

COUNT NUMBER FIFTEEN

Theft -- \$20,000 or More
C.R.S. § 18-4-401(1),(2)(d) (F3)
(Theodore Howard)

Between and including June 11, 2010 and December 15, 2011, in the State of Colorado, Jill Evans unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of **Theodore Howard**, with the value of twenty thousand dollars or more, without authorization, or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Theodore Howard** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(d), C.R.S.

Facts that support the offense set forth in Count Fifteen are set forth after Count Sixteen, and are fully incorporated by reference as if set forth herein.

COUNT NUMBER SIXTEEN

Forgery
C.R.S. § 18-5-102(1)(c) (F5)
(Theodore Howard)

On approximately June 11, 2010, in the State of Colorado, Jill Evans with the intent to defraud **Theodore Howard** unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have

evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a written Protection Agreement; in violation of section 18-5-102(1)(c), C.R.S.

Facts that support the offenses set forth in Counts Fifteen and Sixteen are the following:

On approximately June 11, 2010, Theodore Howard contacted Jill Evans of Paramount Mortgage to arrange financing for a mortgage in connection with property located at 9 Country Ridge Drive, Calabasas, California. Jill Evans required an upfront fee be wired to a Paramount Mortgage bank account at Vectra Bank. On June 11, 2010, Jill Evans executed a Fully Refundable Commitment Fee Protection Agreement that stated the upfront lender fee would be held in a "project account" until closing, and refunded to the borrower (Theodore Howard) within 24 hours if the loan did not fund. Theodore Howard wired \$33,000 to the Paramount Mortgage Vectra Bank account on June 23, 2010. The loan did not fund, and on September 3, 2010, Theodore Howard sent Jill Evans a formal written demand for return of the \$33,000 fee. As of December 15, 2011, Jill Evans has not refunded the money to Theodore Howard.

COUNT NUMBER SEVENTEEN

Theft -- \$20,000 or More

C.R.S. § 18-4-401(1),(2)(d) (F3)

(Louis Snedigar and/or Kevin Pennington)

Between and including July 21, 2010 and December 15, 2011, in the State of Colorado, Jill Evans unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of **Louis Snedigar and/or Kevin Pennington**, with the value of twenty thousand dollars or more, without authorization, or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Louis Snedigar and/or Kevin Pennington** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(d), C.R.S.

Facts that support the offense set forth in Count Seventeen are set forth after Count Eighteen, and are fully incorporated by reference as if set forth herein.

COUNT NUMBER EIGHTEEN

Forgery

C.R.S. § 18-5-102(1)(c) (F5)

(Louis Snedigar and/or Kevin Pennington)

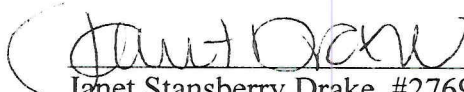
On approximately July 21, 2010, in the State of Colorado, Jill Evans with the intent to defraud **Louis Snedigar and/or Kevin Pennington** unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, or other instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a written Protection Agreement; in violation of section 18-5-102(1)(c), C.R.S.

Facts that support the offenses set forth in Counts Seventeen and Eighteen are the following:

On approximately July 21, 2010, Louis Snedigar and/or Kevin Pennington contacted Jill Evans of Paramount Mortgage to arrange financing for a mortgage in connection with Summer Place Assisted Living. Jill Evans required an upfront fee be wired to a Paramount Mortgage bank account at Vectra Bank. On July 21, 2010, Jill Evans executed a Fully Refundable Commitment Fee Protection Agreement that stated the upfront lender fee would be held in a "project account" until closing, and refunded to the borrowers (Louis Snedigar and/or Kevin Pennington) within 24 hours if the loan did not fund. Louis Snedigar and/or Kevin Pennington wired \$35,000 to the Paramount Mortgage Vectra Bank account on July 29, 2010. The loan did not fund, and on April 4, 2011, Louis Snedigar sent Jill Evans an email demand for return of the \$35,000 fee. As of December 15, 2011, Jill Evans has not refunded the money to Louis Snedigar or Kevin Pennington.

Dated this 15th day of December 2011.


JOHN W. SUTHERS
ATTORNEY GENERAL STATE OF COLORADO


Janet Stansberry Drake, #27697
Senior Assistant Attorney General
Criminal Justice Section
Special Prosecution Unit

The 2011-2012 Colorado Statewide Grand Jury presents this Indictment, and the same is hereby ORDERED FILED this 15 day of December 2011.

Pursuant to § 13-73-107, C.R.S., the Court designates Arapahoe County, Colorado as the county of venue for the purposes of trial.

Dated this 15 day of December 2011.


Chief Judge Hyatt
Presiding Judge, State Grand Jury